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February 27, 2020

Ms. Lisa Felice
Executive Secretary
Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, MI 48917

***Re: MPSC Case No. U-12798, Interconnection Agreement Between AT&T
Michigan and Broadwing Communications, LLC***

Dear Ms. Felice:

Attached for filing is the joint application requesting approval of the **Eighteenth Amendment** to the Interconnection Agreement by and between AT&T Michigan and Broadwing Communications, LLC. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the attached Amendment and related pleadings onto the Commission's web site at:

<https://mi-psc.force.com/s/>

Additional copies of the Agreement and all Commission approved amendments are available on the above web site as well as AT&T Michigan's website. Amendments are posted at the end of the Agreement, so only one document will appear under the associated link. Documents may be viewed at:

https://clec.att.com/clec_cms/clec/clec.html

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark R. Ortlieb".

cc: Jeff Nodland
Attachment

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of	)	
An Interconnection Agreement between	)	
Focal Communications Corporation of Michigan	)	Case No. U-12798
<u>And Ameritech Michigan</u>	)	

JOINT APPLICATION

AT&T Michigan¹ and Broadwing Communications, LLC hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e), for approval of the Eighteenth Amendment to the interconnection agreement between the parties heretofore approved by the Commission on March 29, 2001 (Agreement). In support of this joint application, AT&T Michigan and Broadwing Communications, LLC state as follows:

1. The parties have entered into good faith negotiations and have executed an Eighteenth Amendment to the Agreement. The Eighteenth Amendment to the Agreement, fully executed as of February 17, 2020, replaces Section 3.8 in Article III (INTERCONNECTION PURSUANT TO SECTION 251(c)(2)) of the Agreement. A copy of the Eighteenth Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

2. The Eighteenth Amendment is the result of voluntary negotiations and must be submitted to the Commission for its approval or rejection pursuant to Section 252(e)(1) of the Act. The Eighteenth Amendment meets all statutory criteria for Commission approval.

¹ Michigan Bell Telephone Company (previously referred to as “Michigan Bell” or “SBC Michigan”) operates under the name “AT&T Michigan” pursuant to an assumed name filing with the State of Michigan.

WHEREFORE, AT&T Michigan and Broadwing Communications, LLC jointly request Commission approval of the Eighteenth Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

Broadwing Communications, LLC

Counsel for AT&T Michigan

eSigned - Gary Black, Jr.



Gary Black, Jr.

Mark R. Ortlieb (P34962)

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Gary.Blackjr@level3.com.

Dated: 17 Feb 2020

Dated: February 27, 2020

Exhibit A
Case No. U-12798

EIGHTEENTH AMENDMENT

Executed as of February 17, 2020

TO

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996

by and between

AT&T MICHIGAN

and

BROADWING COMMUNICATIONS, LLC

AMENDMENT

BETWEEN

MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN

AND

BROADWING COMMUNICATIONS, LLC

Signature: eSigned - Gary Black, Jr.Name: VP-Carrier Relations
(Print or Type)Title: 17 Feb 2020
(Print or Type)

Date: _____

Broadwing Communications, LLC

State	CLEC OCN
MICHIGAN	4088

Description	ACNA Code(s)
ACNA(s)	FOC

Signature: eSigned - Kristen ShoreName: AVP Regulatory
(Print or Type)Title: 17 Feb 2020
(Print or Type)

Date: _____

**Michigan Bell Telephone Company d/b/a AT&T
MICHIGAN by AT&T Services, Inc., its authorized
agent**

**AMENDMENT TO THE AGREEMENT
BETWEEN
BROADWING COMMUNICATIONS, LLC
AND
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN**

This Amendment ("Amendment") amends the Interconnection Agreement by and between Michigan Bell Telephone Company d/b/a AT&T MICHIGAN ("AT&T") and Broadwing Communications, LLC ("Broadwing Communications, LLC"). AT&T and Broadwing Communications, LLC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Broadwing Communications, LLC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed December 18, 2000 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. Replace Section 3.8 in Article III (INTERCONNECTION PURSUANT TO SECTION 251(c)(2)) of the Agreement with the following

3.8 Entrance Facilities

- 3.8.1 Entrance Facilities are transmission facilities (typically wires or cables) that connect Level 3's network with AT&T's network. Specifically, Entrance Facilities connect Level 3's network from Level 3's Switch or Point of Presence ("POP") within the LATA to the AT&T Serving Wire Center of such Switch or POP.
- 3.8.2 To resolve Broadwing Communications, LLC asserted claims against AT&T, and AT&T asserted counterclaims against Level 3, in a lawsuit styled Level 3 Communications, LLC, et al. v. Illinois Bell Telephone Company, et al., Case No. 4:13cv1080, in the United States District Court for the Eastern District of Missouri (the "Lawsuit"), Broadwing Communications, LLC may convert an Entrance Facility purchased from an AT&T tariff and/or service guidebook to an Entrance Facility as described in 3.8.3 below only when Broadwing Communications, LLC provides 90 days of verifiable evidence that more than 90% of the traffic sent by Broadwing Communications, LLC over the particular Entrance Facility is 251(b)(5) Traffic ("Convert"). If Broadwing Communications, LLC submits an order to Convert an Entrance Facility but fails to provide verifiable evidence, or the verifiable evidence fails to demonstrate the 90% standard, then AT&T may reject such order. If Broadwing Communications, LLC submits an order to Convert an Entrance Facility subject to the Lawsuit, AT&T will either waive or credit any Early Termination Fees or Non-Recurring Charges associate with the Conversion order. This Section 3.8.2 only applies to the facilities that were in dispute in the Lawsuit.
- 3.8.3 Broadwing Communications, LLC may purchase "existing" Entrance Facilities at the rates set forth in the Pricing Sheet(s), when used only for interconnection within the meaning of Section 251(c)(2) of the Act and 47 C.F.R. § 51.5, which for avoidance of doubt includes interconnection for the exchange of Optional EAS Traffic. Additionally, the Parties agree that Entrance Facilities may be used for the transmission and routing of transit traffic. An Entrance Facility is "existing" if the facility is present in AT&T's network when Broadwing Communications, LLC submits an Access Service Request ("ASR") requesting the Entrance Facility and no special construction is required. Broadwing Communications, LLC may not purchase Entrance Facilities for Mixed Use, i.e., Entrance Facilities used in part in compliance with the foregoing and in part for other purposes ("Mixed Use"), for the rates set forth in the Pricing Sheet(s). Such Mixed-Use facilities will not be provided pursuant to this Agreement as amended but may be provided pursuant to the applicable AT&T tariff and/or service guidebook.
- 3.8.4 Broadwing Communications, LLC may not use Entrance Facilities obtained pursuant to this Agreement for any other purpose, including without limitation (i) as unbundled network elements under Section

251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Broadwing Communications, LLC's customer and Broadwing Communications, LLC's switch, or to carry traffic to and from its own end users) or (iii) E911, Operator Services and Directory Assistance, and Meet Point Trunk Groups.

- 3.8.5 If AT&T determines that Broadwing Communications, LLC is sending traffic over an Entrance Facility other than as set forth in Sections 3.8.2 or 3.8.3, AT&T shall notify Broadwing Communications, LLC of such non-compliance, and Broadwing Communications, LLC shall cure such non-compliance within 45 days of such notice. If Broadwing Communications, LLC does not cure such noncompliance within 45 days, notwithstanding other terms of the Agreement, AT&T reserves its rights to convert any non-compliant facility to the equivalent month-to-month switched access rates and back bill the difference between such rates and the Entrance Facility rates to the date of such notice.
3. Delete Section 6 of Amendment – Entrance Facility, which contains reservation of rights language and was executed between the Parties in 2015.
 4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
 5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 6. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
 7. For Michigan: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.